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Suzanne Henderson

FORM LEASE Ser: LANDATA

8 Pages

Suzanne Henderson

THIS SHORT FORM LEASE (the "Short Form Lease") is made as of the 11th day of February, 2008, by and between **WindStar Development Corporation, a Texas corporation** ("Landlord"), and **AutoZone Texas, L.P., a Delaware limited partnership** ("Tenant").

FOR AND IN CONSIDERATION of One Dollar (\$1.00) and for other good and valuable consideration paid and to be paid by Tenant to Landlord, Landlord does hereby demise and lease unto Tenant, and Tenant does hereby lease and take from Landlord upon the terms and conditions and subject to the limitations more particularly set forth in that certain Ground Lease (the "Lease") dated as of the date hereof by and between Landlord and Tenant to which Lease reference is hereby made for all the terms and conditions thereof, which terms and conditions are made a part hereof as fully and particularly as if set out verbatim herein, the premises (the "Demised Premises") situated in the City of Mansfield and the City of Arlington, County of Tarrant, State of Texas, consisting of a 51,226 square foot premises, together, rights of access as provided herein, and more particularly described in **Exhibit "A"** and shown on **Exhibit "B"**.

1. TO HAVE AND TO HOLD the Demised Premises unto Tenant for a term of twenty (20) years, commencing as provided in the Lease, and ending on the last day of the month following twenty (20) years after the Commencement Date (as defined in the Lease), unless sooner terminated, extended or modified as provided therein.

2. In the Lease, Landlord has granted to Tenant certain rights to renewal options which are exercisable by Tenant as provided in the Lease.

3. The Lease contains, among other things, the following provisions:

(a) USE: For the purpose of this Ground Lease, the Demised Premises may be initially used for (i) the construction of a store building and related improvements reasonably acceptable to Tenant; (ii) the operation therein of a retail store selling automotive parts, supplies and accessories as generally operated by Tenant in the Dallas-Fort Worth area; and (iii) the sale of any products normally sold in Tenant's other auto parts, supply and accessories stores without restriction (the "Permitted Use"). Nothing contained herein shall prohibit Tenant from using the Demised Premises for any lawful purpose except (i) Tenant shall not be allowed to install or use any underground storage tanks, and (ii) except for Tenant's operation of the Permitted Use, Tenant may not compete with any primary uses in effect on the Remaining Premises at the time of any change in use by Tenant. Further, nothing contained herein shall be intended to create any obligation on Tenant to either construct a store building or other improvements nor operate any business at the Demised Premises. If permitted by applicable law, Tenant shall additionally have the right to (i) install vending machines selling snacks and/or cold drinks and (ii) conduct seasonal

sales on the sidewalks adjoining Tenant's building on the Demised Premises. Landlord grants Tenant the right to merchandise any products normally sold in Tenant's other auto parts, supply and accessories stores without restriction.


4. Landlord has agreed with Tenant that any mortgage placed on the Demised Premises or to be placed on the Demised Premises shall provide for non-disturbance of Tenant in the event of foreclosure, provided Tenant shall not default in the performance of its obligations under the Lease beyond applicable cure periods. Tenant has agreed that it will attorn to the mortgagee in possession or the purchaser at or in lieu of foreclosure provided its possession shall not be disturbed.

IN TESTIMONY WHEREOF, the above named Landlord and the above named Tenant have caused this instrument to be executed on the day and year set forth above.

[Signatures on following page.]

LANDLORD:

**WINDSTAR DEVELOPMENT
CORPORATION**, a Texas corporation

By: 
Michael V. Bailey
Vice President

TENANT:

AUTOZONE TEXAS, L.P.,
a Delaware limited partnership

By: AZ Texas Operations, L.L.C., a Nevada
limited liability company, its sole
General Partner

By: AutoZone Stores, Inc., a Nevada
corporation, its sole Member

By: 
Name: Wm. David Gilmore
Title: Vice President

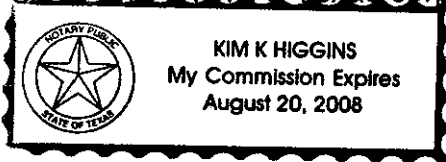
By: 
Name: Diana H. Hull
Title: Vice President

FINAL DOCUMENT:
**Approved by AutoZone
Legal & Business Personnel**

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

The foregoing Short Form Lease was acknowledged before me this 11th day of February, 2008, by Michael V. Bailey, Vice President, of WINDSTAR DEVELOPMENT CORPORATION, a Texas corporation, on behalf of said corporation.



Kim K Higgins
Notary Public, State of Texas

My Commission Expires:

STATE OF TEXAS §
 §
COUNTY OF _____ §

The foregoing Short Form Lease was acknowledged before me this _____ day of February, 2008, by _____, the _____ of AutoZone Stores, Inc., a Nevada corporation, the sole Member of AZ Texas Operations, L.L.C., a Nevada limited liability company, the sole General Partner of AUTOZONE TEXAS, L.P., a Delaware limited partnership, on behalf of said partnership.

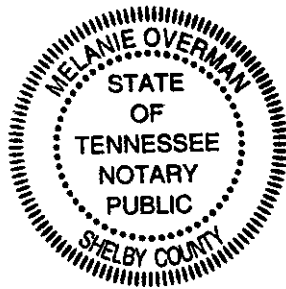
Notary Public, State of Texas

My Commission Expires:

STATE OF TENNESSEE)
) SS:
COUNTY OF SHELBY)

Before me, Melanie Overman, a Notary Public in and for said state and county, appeared Wm. David Gilmore, Vice President and Diana H. Hull, Vice President of AutoZone Stores, Inc. the sole Member of AZ Texas Operations, LLC, the sole General Partner of AutoZone Texas, L.P., known to me to be the persons whose names are subscribed to the foregoing instrument, and known to me to be the Vice Presidents respectively, of AutoZone Stores, Inc., the sole Member of AZ Texas Operations, LLC, the sole General Partner of AutoZone Texas, L.P., and acknowledged to me that they executed the said instrument for the purposes and consideration therein expressed and as the act and deed of said corporation.

Given under my hand and seal of office this 3rd day of June , 2008.



Melanie Overman
Notary Public

My commission expires:

**MY COMMISSION EXPIRES:
May 12, 2010**

EXHIBIT "A"

BEING A TRACT OF LAND LOCATED IN THE JAMES M. THOMAS SURVEY, ABSTRACT NO. 1514 AND THE HENRY MCGEHEE SURVEY, ABSTRACT NO. 998, CITY OF MANSFIELD, TARRANT COUNTY, TEXAS AND BEING A PORTION OF THAT CERTAIN TRACT OF LAND DESCRIBED IN DEED TO THE PROGRESS LAND COMPANY PROFIT SHARING PLAN, RECORDED IN VOLUME 16338, PAGE 401 OF THE DEED RECORDS OF TARRANT COUNTY, TEXAS (D.R.T.C.T.), A PORTION OF GRAVE PROPERTIES, LTD., RECORDED IN VOLUME 13954, PAGE 384, (D.R.T.C.T.) AND BEING A PORTION OF LOT 5R, J. M. THOMAS ADDITION, AN ADDITION TO THE CITY OF MANSFIELD AND THE CITY OF ARLINGTON, TARRANT COUNTY, TEXAS ACCORDING TO THE PLAT RECORDED IN CABINET "A", SLIDES 12093-12094 OF THE PLAT RECORDS OF TARRANT COUNTY, TEXAS, (P.R.T.C.T.) AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A 1/2-INCH IRON ROD FOUND WITH CAP STAMPED "WIER & ASSOC., INC." AT THE SOUTHEAST CORNER OF SAID LOT 5R, THE NORTHEAST CORNER OF LOT 6, OF SAID J. M. THOMAS ADDITION, AND BEING IN THE WEST RIGHT-OF-WAY LINE OF MATLOCK ROAD (A VARIABLE WIDTH PUBLIC RIGHT-OF-WAY AT THIS POINT),

THENCE S 65°00'24" W, DEPARTING THE WEST RIGHT-OF-WAY LINE OF SAID MATLOCK ROAD, A DISTANCE OF 338.43 FEET, ALONG THE SOUTH LINE OF SAID LOT 5R AND THE NORTH LINE OF SAID LOT 6, TO A 1/2-INCH IRON ROD FOUND WITH CAP STAMPED "WIER & ASSOC., INC." AT THE SOUTHWEST CORNER OF SAID LOT 5R, SAID POINT BEING IN THE EAST LINE OF LOT 4, J. M. THOMAS ADDITION, AN ADDITION TO THE CITY OF ARLINGTON AND THE CITY OF MANSFIELD ACCORDING TO THE PLAT RECORDED IN CABINET "A", SLIDES 7446-7447, OF THE PLAT RECORDS OF TARRANT COUNTY, TEXAS (P.R.T.C.T.) AND BEING THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT,

THENCE SOUTHEASTERLY, AN ARC LENGTH OF 176.41 FEET, ALONG THE EAST LINE OF SAID LOT 4 AND ALONG SAID CURVE TO THE RIGHT HAVING A RADIUS OF 2391.29 FEET, A CENTRAL ANGLE OF 04°13'37", A CHORD BEARING N 17°47'55" W, 176.37 FEET, TO A 1/2 INCH IRON ROD SET WITH A CAP STAMPED "WIER & ASSOC. INC.",

THENCE N 73°37'57" E, DEPARTING THE WEST LINE OF SAID LOT 5R, A DISTANCE OF 340.08 FEET, TO A 1/2-INCH IRON ROD SET WITH A CAP STAMPED "WIER & ASSOC. INC." IN THE WEST RIGHT-OF-WAY LINE OF SAID MATLOCK ROAD (A 120 FOOT WIDE RIGHT-OF-WAY AT THIS POINT),

THENCE ALONG THE WEST RIGHT-OF-WAY LINE OF SAID MATLOCK ROAD AND THE EAST BOUNDARY LINE OF SAID LOT 5R, AS FOLLOWS:

SOUTHEASTERLY, AN ARC LENGTH OF 98.01 FEET, ALONG SAID CURVE TO THE LEFT, HAVING A RADIUS OF 2051.29 FEET, A CENTRAL ANGLE OF $02^{\circ}44'16''$, A CHORD BEARING S $16^{\circ}56'27''$ E, 98.01 FEET, TO A 1/2 INCH IRON ROD FOUND WITH A CAP STAMPED "WIER & ASSOC. INC.",

S $12^{\circ}13'41''$ E, A DISTANCE OF 27.66 FEET, TO THE PLACE OF BEGINNING AND CONTAINING 1.176 ACRES (51,226 SQUARE FEET) OF LAND.

MATLOCK ROAD

Northern Drive

AutoZone
7,370 s.f.

Cross Access

Cross Access

Cross Access

Southern Drive

PROPOSED CAR WASH

PROPOSED
RESTAURANT
PAD



SCALE: 1" = 60'

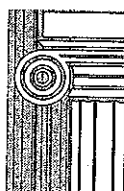
EXHIBIT:

B

EXHIBIT B

MATLOCK RD.

MANSFIELD, TEXAS



CDA
Architects

Charles L. Chambliss, A.I.A., Architect
Member American Institute of Architects

14403 Cornerstone Village Dr.
Houston, Texas 77014-1206
281 / 440-3301 Fax 281 / 440-3755

NOT FOR
REGULATORY
APPROVAL,
PERMITTING,
OR
CONSTRUCTION.

Date: 11/26/07